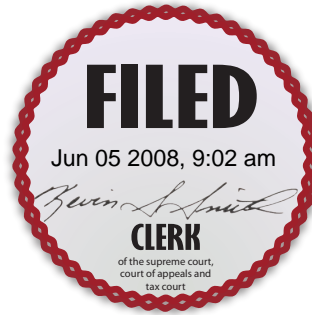


Pursuant to Ind.Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



ATTORNEYS FOR APPELLANT:

J. J. PAUL, III

JOHN D. FIEREK

Voyles, Zahn, Paul, Hogan & Merriman
Indianapolis, Indiana

**IN THE
COURT OF APPEALS OF INDIANA**

JOHN DAVID HADDIX,

Appellant-Defendant,

vs.

STATE OF INDIANA,

Appellee-Plaintiff.

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No. 15A01-0606-CR-249

APPEAL FROM THE DEARBORN CIRCUIT COURT

The Honorable James D. Humphrey, Judge

Cause No. 15C01-0602-FA-1

June 5, 2008

MEMORANDUM DECISION ON REHEARING - NOT FOR PUBLICATION

NAJAM, Judge

John David Haddix has filed a petition for rehearing asking that we reconsider our holding that he lacks standing to raise an issue against his bondsman on a bond contract. See Haddix v. State, No. 15A01-0606-CR-249 (Ind. Ct. App. Mar. 26, 2008) (“Haddix I”). In Haddix I, we stated that Haddix lacked standing to sue on the bond contract because that contract was entered into only by his family and his bondsman, and not by Haddix. That statement was incorrect. In his petition for rehearing, Haddix notes correctly that he was a party to the bond contract, although his signature on the contract appears on a different page than the signatures of his co-signors. See Appellant’s App. at 258. Accordingly, Haddix has standing to sue on the bond contract.

But whether Haddix may enforce the contract does not mean that he may pursue that claim within this appeal. Contractual issues notwithstanding, Haddix’s petition for rehearing does not address Meyers v. Meyers, 861 N.E.2d 704, 705 (Ind. 2007). Our prior memorandum decision quotes our Supreme Court as follows: “Failure to state a claim upon which relief can be granted . . . shall include failure to name the real party in interest under [Trial] Rule 17.” Haddix I at *7. Here, Haddix has attempted to bootstrap a civil contract action to his criminal appeal and without serving process on the premium-holding bondsman, who is the real party in interest. As such, his request for relief must still fail even though he is a party to the contract.

We grant Haddix’s petition for rehearing and clarify our prior memorandum decision as stated above. In all other respects, we affirm our prior memorandum decision.

Affirmed.

BAILEY, J., and CRONE, J., concur.